

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER DO3H1EA200036MP		PAGE 1 OF 16	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABN01-03-T-0189	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEITH L.TAYLOR				b. TELEPHONE NUMBER (No Collect Calls) 0611-816-2193	
9. ISSUED BY WIESBADEN CONTRACTING CENTER ATTN: AEUCC-C KONRAD-ADENAUER-RING 39 D-65187 WIESBADEN		CODE W90W1P		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DLA-EUROPE WILLIAM BOSSMAN AMERICAN ARMS OFFICE TOWER AUGUSTA STRASSE 6 BLDG 5401 D-65189 WIESBADEN TEL: 49-611-380-7532 FAX: DSN 338-7620		CODE SL4704		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TEL.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICE (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

DESCRIPTION OF REQUIREMENT**Secure Phone and associated equipment**

FNBDT office STE ISDN/PSTN with 5 year warranty and Mykotronix Fortezza Plus (KOV-14)

In order to be considered for award, an equal product must meet or exceed the below salient characteristics:

1. Must support both digital and analog, allowing backward compatibility with:
STU-III and PSTN connectivity.
2. Must provide Information Protection by PCMCIA Cryptography, utilizing US Government FORTEZZA Plus (KOV-14) card, supporting SBU through TS SCI traffic.
3. Must incorporate FNBDT signaling to provide wireless and foreign interoperability.
4. Must meet Tempest compliance.
5. Must meet NSA Security requirements.
6. Must support Secure Telephone Equipment and STU-III electronic rekey.

Contractor must complete with submission of Quote:

Finance shall remit payment to:

Account (KONTO) No.:

Bank Routing No. (BLZ):

Bank Name:

Tax ID:

DUNS No:

CAGE Code:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Secure Phone FNBDT Office STE ISDN/PSTN FFP FNBDT Office STE ISDN/PSTN or equal. Brand _____ Model _____ Make _____ PURCHASE REQUEST NUMBER: DO3HEA200036MP	5	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Five year warranty inclusive of the FFP standard commercial warranty. PURCHASE REQUEST NUMBER: DO3HEA200036MP	5	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MYKOTRONIX PORTEZZA PLUS KOV -14 FFP	16	Each		
	or equal. Comsec Account Number 653500				
	Brand _____		Make _____		
	Model _____				
	PURCHASE REQUEST NUMBER: DO3HEA200036MP				

NET AMT

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-MAY-2003	5	DLA-EUROPE WILLIAM BOSSMAN AMERICAN ARMS OFFICE TOWER AUGUSTA STRASSE 6 BLDG 5401 D-65189 WIESBADEN 49-611-380-7532 FOB: Destination	SL4704
0002	12-MAY-2003	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	SL4704
0003	12-MAY-2003	16	(SAME AS PREVIOUS LOCATION) FOB: Destination	SL4704

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) Technical capability of the item offered to meet the Government requirement;
- (ii) Price

Technical and past performance, when combined, are Equal to Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

- ___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.
- ___ (ii) Alternate I of 52.219-23.
- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ___ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- ___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- ___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>.

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

ADDENDUM TO FAR 52-212-1

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

FAR 52.212-1 is hereby amended to reflect the changes shown below as to the specific paragraph revised.

Para (a) (on small business size and identification). This does not apply to this solicitation.

Para (b) Submission of Offers. The following are added to the provisions under this paragraph:

1. 1. In addition to the quote, the offeror shall submit the required literature as stated in the "Brand Name or Equal" clause incorporated herein in full text:

Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must --

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
- (2) Clearly identify the item by --
 - (i) Brand name, if any; and
 - (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
- (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

(FAR 52.211-6, as prescribed in FAR 11.107(a))

2. Quotes may be in Euro or U.S. Dollars. For evaluation, the quotes will be converted into the same currency using the European Union rate of 1.2403.

Para (c) Period for Acceptance of Offerors. This paragraph does not apply.

Para (d) Product Samples. This paragraph does not apply

Para (h) Multiple Award. This is amended as to state that only one award will be made from this solicitation.

Para (i) Availability of Requirements documents cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM TO FAR 52-212-4

FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (APR 1998) incorporated by reference.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
--

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-4. The specific paragraphs of FAR 52.212-4 affected are shown below.

Para (a): Inspection and Acceptance. The following is added:

1. Inspection and acceptance of services under this contract shall be performed by the COR (Contracting Officer's Representative). The COR shall certify acceptance on contractor's invoices.

2. CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.
(FAR 52.246.0001)

Para (b) Assignment. The following clause incorporated herein by reference applies to local contractors:

DFARS 252.232.7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
(Reference 32.806(a)(1))

Para (c) Changes. No Addendum.

Para (d) Disputes. No Addendum.

Para (f) Excusable Delays. No Addendum.

Para (g) Invoice. The following detailed procedures are added. Note that instead of three (3) copies for invoices, required is four (4) copies.

1. PAYMENT AND INVOICING PROCEDURES:

- a. Invoices shall be prepared in 4 copies (including original) and numbered consecutively as "1st Partial" for the initial invoice, "2nd Partial" for 2nd invoice, etc. and "3rd Final" (if 3rd invoice is the last invoice) or "4th invoice" (if this 4th invoice is the for the last invoice) Invoices shall be first submitted to the Point of Contact (POC) for certification of acceptance of services rendered.
 - b. Upon receipt, the POC shall examine the invoice for correctness. He shall return defective invoice to the Contractor. If there is any defect in the invoice or problem in the services rendered which cannot be resolved with the Contractor, the POC shall forward the invoice with an explanation of the problem for the Contracting Officer's action and decision.
 - c. After certification, the POC shall forward the invoice to the Finance Office for payment (address in Block 15 of SF 1449, page1), and provide the Contract Administration Office (address in Block 16 of SF 1449) a copy thereof).
2. INVOICES EXCLUSIVE OF TAXES OR DUTIES. (JUN 1984-E)
Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. (DFARS 252.229-7000)
3. ELECTRONIC FUND TRANSFER: Payment for goods or services received may be made by check or by Electronic Fund transfer. In order to ensure prompt and accurate payment, your invoice must contain your bank name, address; account number and bank routing number (BANKLEITZAHL), and check remittance address.

Finance shall remit payment to:

Account (KONTO) No.:

Bank Routing No. (BLZ):

Bank Name:

Tax ID:

DUNS No:

CAGE Code:

Para (h) Patent Indemnity. No Addendum.

Para (i) Payment. No addendum.

Para (j) Risk of Loss. No addendum.

Para (k) Taxes. The terms and conditions under this paragraph is hereby deleted and replaced by the following:

TAX RELIEF (JUN 1997),

- (a) (a) Price set forth in this contract are exclusive of all taxes and duties from which the United States is exempt by virtue of tax agreements between the United States Government and the Contractor's Government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX : VALUE ADDED TAX RATE (PERCENTAGE) 16 %

- (b) (b) The contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials of components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its Government or request the duty-free import of an amount of supplies or components corresponding to that use from inventory for this contract.
- (d) (d) Tax Relief will be claimed in Germany pursuant to the provisions of the Agreement between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the interest of Common Defense. The Contractor shall use **Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen** (Performance Certificate according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled and reported as tax-free.

(DFARS 252.229-7001 ALT 1)

Para (l) Termination for the Government's Convenience. No Addendum.

Para (m) Termination for Cause. No Addendum.

Para (n) Title. No Addendum.

Para (o) Warranty. No Addendum.

Para (p) Limitation of Liability. The following clause is hereby added:

LIABILITY. For the purpose of this contract, the Contractor is considered as an independent contractor and not as an agent of the U.S. Government. During performance, the Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against all actions or claims for all damages to persons or property, including death arising or resulting from fault, negligence, wrongful act, or wrongful omission of the Contractor, his agents or employees.

Para (q) Other Compliance. The following clauses are added:

1. *ENGLISH LANGUAGE DOCUMENTATION: All contractor-prepared correspondence furnished under this contract shall be written in the English language.*
2. *ENTRY INTO MILITARY PREMISES: In accordance with security regulations, authorizations may be required for contractor personnel and/or vehicles to enter U.S. Government installations. The Contractor shall contact the COR no less than 5 working days prior to contract performance and/or in advance of the scheduled delivery date, to determine if there are any special requirements for entry into specific installations.*
3. *ELECTROMAGNETIC COMPATIBILITY DIRECTIVE. The contractor certifies that all electrical and electronic equipment and/or appliances furnished are in accordance with Electromagnetic Compatibility Directive 89/336/EEC. For radio transmitting and telecommunication devices furnished in the FRG, contractor certifies all such items have been approved by the "Bundesamt fuer Zulassungen. Any penalties for noncompliance imposed by the government of the European country where the equipment or appliance are delivered or product liability claims caused by interference generated by the furnished appliances or equipment are solely the responsibility of the contractor.*

4 INSTALLATION-CLEARANCE REQUIREMENTS

NOTE: This enclosure provides requirements for contractor employees in Germany. These requirements will be modified according to host-nation laws in other countries where U.S. installations and facilities are located.

Access to work sites and U.S.-controlled areas is limited to persons who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information and obtain required documentation or clearances will be grounds for denying access to work sites and U.S.-controlled areas. The contractor will inform employees of these requirements.

4.1. At least 5 days before a contractor or subcontractor employee needs access to a U.S. installation to perform work under contract, the contractor will give the contracting officer or contracting officer's representative-

a. The following for each employee:

- (1) Three copies of AE Form 604- 1 B-R (Personnel Data Worksheet (Personaldaten-anfrage Arbeitsblatt)) completed according to USAREUR Regulation 604- 1.*
- (2) Two passport-size photographs.*
- (3) A Polizeiliches Führungszeugnis (Good Conduct Certificate (GCC)), except for individuals who have U.S. identification (ID) cards. Contractor personnel who do not have a GCC or a U.S. ID card will be escorted by U.S. Government personnel (U.S. or local national) when working on USAREUR installations.*
- (4) Copies of the following identification and permits are required as follows:*
 - (a) German citizens: a clear copy of their Ausweis (German ID card) or passport showing their picture and full name.*

- (b) Citizens of European Union (EU)-member countries other than Germany: a clear copy of their Aufenthaltsgenehmigung (residence permit).
- (c) Non-U.S.-ID cardholders and other citizens of non-EU-member countries: a clear copy of their Arbeitserlaubnis (German work permit) and country ID card or passport showing their picture, full name, country of issue, and nationality.
- (d) U.S.-ID cardholders: a clear copy of the front of their ID card. U.S.-ID cardholders do not need an Aufenthaltsgenehmigung or Arbeitserlaubnis.
- (5) Other information as specified by the contracting officer.

b. A list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list will include the following information:

- (1) Vehicle make.
- (2) Vehicle model and year of manufacture.
- (3) Vehicle-identification number.
- (4) License-plate number.
- (5) Name and drivers-license number of each vehicle operator.

4.2. The contractor will obtain installation passes from the appropriate issuing authority for each contractor and subcontractor employee needing access to U.S. installations. The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by USARELJR Regulation 190-13 for lost and stolen passes.

4.3. The contractor will inform employees that they are subject to search when entering and leaving U.S. installations.

(End of CCE-225-4001)

5. DESIGNATED COUNTRY CITIZENS ON USAREUR ACCESS CONTROLLED INSTALLATIONS (CC3-204-4003)

Designated country citizens (passport holders) are not authorized access to USAREUR controlled installations. Performance under this contractual document does not authorize designated country citizens access to such installations. Designated country as used in this provision includes Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Iraq, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen and the former Yugoslavia (Serbia, Montenegro and Bosnia Hersegovina). The contractor agrees to insert the substance of this provision, including this paragraph, in all subcontracts.

6. PERMITS AND RESPONSIBILITIES (JUN 1984)

The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes and regulations, in connection with the prosecution of the work. It shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. It shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. It shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

7. UNAUTHORIZED SERVICES.

The Contractor shall not undertake any action that will increase the price of the contract without the written approval of the contracting Officer. Any such unauthorized action taken by the contractor or any Contractor employee, which might be construed to be approved by the Government, shall be the responsibility of the Contractor and shall be resolved by the Contractor at no expense to the Government. Third party claims resulting from such unauthorized actions shall also be resolved by the Contractor without expense to the Government.

8. AUDITS BY THE GERMAN PRICE CONTROL OFFICE

a. *This contract is subject to the German pricing regulation regarding public contracts (Verordnung PR No. 30/53 or PR No. 1/72 [1/84]). With respect to any Germany contractor or any non-German contractor having its domicile in Germany, this regulation authorizes the German Price Control Office to audit the prices offered by the contractor for this contract as well as the contractor's compliance with the other provisions of the regulation.*

b. *The regulation requires the contractor to provide on request documentation regarding the basis for its prices and other aspects of its compliance with the regulation to the German Price Control Office.*

c. *Failure by the contractor to comply with the requirements of this regulation is punishable under the provisions of the Commercial Penal Code (Wirtschaftsstrafgesetz).*

9. LIST OF U.S. HOLIDAYS

Work may be performed on American holidays occurring during the normal work week. When an American holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Name of Holiday and Date:

<i>New Year's Day</i>	<i>(January 1st)</i>
<i>Martin Luther King Memorial Day</i>	<i>(3d Monday in January)</i>
<i>Presidents' Day</i>	<i>(3d Monday in February)</i>
<i>Memorial Day</i>	<i>(last Monday in May)</i>
<i>Independence Day</i>	<i>(July 4th)</i>
<i>Labor Day</i>	<i>(1st Monday in September)</i>
<i>Columbus Day</i>	<i>(2d Monday in October)</i>
<i>Veterans' Day</i>	<i>(November 11th)</i>
<i>Thanksgiving Day</i>	<i>(4th Thursday in November)</i>
<i>Christmas Day</i>	<i>(December 25th)</i>
<i>(END OF CLAUSE)</i>	

*FAR 52.225-14 INCONSISTENCY WITH ENGLISH VERSION AND TRANSLATION:
In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control. (FEB 2000)*

Para (r) Compliance with laws unique to Government Contracts. The following are added:

1. 1. The following are incorporated by reference:

- (a) FAR 52.203-3 - GRATUITIES (APR 1984)
(Reference 3.202)*
- (b) FAR 52.232-18 - AVAILABILITY OF FUNDS (APR 1984)*
- (c) FAR 52.232-38 - MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT (AUG 1996), incorporated herewith by reference.*
- (d) DFARS 252.209-7001 - DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT
OF A TERRORIST COUNTRY (MAR 1998)*
- (e) DFARS 252.209-7004 - SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR
CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)*
- (f) DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF
COMMERCIAL ITEMS (DEC 2000)*
- (g) DFARS 252.222-7002 - COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
(Reference 22.7201(a))*
- (h) DFARS 252-225-7031 - SECONDARY ARBA BOYCOTT OF ISRAEL (JUN 1992)*
- (i) DFARS 252.225-7042 - AUTHORIZATION TO PERFORM (JUN 1997) (Reference 25.972)*
- (j) DFARS 252.233-7001 - CHOICE OF LAW (OVERSEAS) (JUN 1997)
(Reference 33.215-70)*
- (k) DFARS 252.241-7006 - REMOVAL OF CONTRACTOR'S EMPLOYEES (DEC 1991).*

Para (s) Order of Precedence. No Addendum.

(END OF ADDENDUM 52.212-4)